CR No. 209 of 2003.

23.11.2007 Present: Mr. G.C.Gupta, Sr. Advocate with
Mr. Mohinder Gautam, Advocate, for the petitioner.

Mr. Ajay Kumar, Advocate, for the respondent.

This case aptly exemplifies how precious time of the court is wasted in inconsequential disputes which should not have been brought before the court.

Admittedly, the respondent is the landlady/owner of shop No. 52, The Mall, Shimla and the petitioner is the tenant thereof. The relationship of tenant and landlady is not in dispute. The rate of rent is also not in dispute. It, however, appears that due to some reasons best known to the parties themselves, rent was not accepted by the landlady. The tenant thereafter moved applications for started depositing the rent in advance before the learned Rent Controller.

In the present case, the tenant deposited a sum of Rs. 6389/- as rent for the period w.e.f. 1.4.2001 to 31.3.2002. The Rent Controller allowed the deposit of the rent in terms of Section 21 of the H.P. Urban Rent Control Act (for short : the Act) and issued notice to the landlady. The landlady raised objections that the rent has been deposited in advance and therefore, it is not a valid tender. Even

assuming for the sake of arguments that the rent had been deposited in advance and was not valid tender in terms of Section 21 of the Act, this virtually amounts to hair splitting since even as per the landlady the tenant is liable to pay rent and her rights will not be affected in any manner if the rent is paid in advance.

The landlady thereafter filed a petition for eviction of the tenant on two grounds. One ground was that the tenant materially impaired the value and utility of the premises and secondly that the tenant was in arrears of rent.

It is not understood how the landlady, who before the Rent Controller refused to accept the rent on the ground that it has been deposited in advance, could file a petition on the ground that the tenant was in arrears of rent. The Appellate Authority in this case held that the rent had not been properly deposited as it had been tendered in advance and rejected the application under Section 21 of the Act. However, the Rent Controller allowed the subsequent rent petition on both grounds including the ground of arrears of rent. It appears that the appellate authority has set aside the said order on both the grounds.

I am informed by the learned counsel for the parties that the appellate authority has held that

since the tenant had deposited the rent in terms of Section 21 of the Act, he could not be said to be in arrears of rent. Shri Ajay Kumar states that the said order of the appellate authority is under challenge in this Court in CR No. 526 of 2007 and the same is pending decision. Therefore, I would not like to comment on the issues which are the subject matter of CR No. 526/07. The parties are also in agreement that the rent for the period which is the subject matter of the present petition was deposited in the Rent Case No.45/2 of 1999-98 decided on 31.3.2005 by the Rent Controller and that the landlady has withdrawn the said rent. In that case the tenant was also held liable to pay interest as per terms of the Act. The amount of rent upto 31.3.2005 along with interest has been withdrawn by the landlady.

Obviously once the order of eviction with regard to arrears of rent has been set aside, the tenant would not be liable to pay the interest. Since that issue is subject matter of Civil Revision No. 526/07, I am not going into the question as to whether the order passed in that case was right or not. However, to put an end to this litigation and her inconsequential disputes, I on the last date of hearing had requested Shri Ajay Kumar, Advocate learned counsel for the

landlady that if the landlady is willing to give her Bank account number, the tenant can directly deposit the rent into her account. I had also requested him to indicate the manner in which the landlady wants the rent to be deposited.

Shri Ajay Kumar states that the Bank account of the landlady is Savings Bank Account No.11187, in Union Bank of India, Shimla. The tenant may deposit the rent upto December, 2007 along with arrears, if any, in her bank account on or before 31st of December, 2007. Thereafter, the tenant shall deposit advance rent for the six months from January, 2008 to June, 2008 on or before 15th January, 2008. He shall subsequently deposit six months advance rent for the period July to December by 15th July, 2008. The tenant in this manner shall continue to deposit rent in advance for six months by the 15th January and 15th July of each year.

In view of the fact that arrears along with interest in the present case have been deposited in Rent Case No. 45/2 of 99-98, the parties agree that the amount deposited under Section 21 of the Act by the tenant in the present case and in other cases filed by it under Section 21 of the Act may be withdrawn it in all the cases. This will put an end to a large number

of petitions filed under Section 21 of the Act which have unnecessarily burdened the docket of the Rent Controller.

The rights of the parties in respect of the question whether the tenant is liable to pay interest shall be governed by the decision in Revision Petition No.526 of 2007.

The revision petition is disposed of in the aforesaid terms.

November 23, 2007 (DEEPAK GUPTA)J,

s.